

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York, 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

JOINT STIPULATION AND AGREED ORDER COMPROMISING AND
ALLOWING PROOF OF CLAIM NUMBER 14239 (AB AUTOMOTIVE, INC.
AND TPG CREDIT OPPORTUNITIES FUND L.P.
AND TPG CREDIT OPPORTUNITIES INVESTORS L.P.)

Delphi Corporation and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), AB Automotive, Inc. ("ABAI"), TPG Credit Opportunities Fund L.P. ("TPGF"), and TPG Credit Opportunities Investors L.P. ("TPGI") (TPGF and TPGI together referred to as "TPG," and TPG and ABAI together referred to as, the "Claimants"), respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 14239 (AB Automotive, Inc., TPG Credit Opportunities Fund L.P., And TPG Credit Opportunities Investors L.P.) (the "Joint Stipulation And Agreed Order") and agree and state as follows:

WHEREAS, on October 8, 2005, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended, in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS, on October 13, 2005, ABAI submitted a demand to the Debtors asserting a reclamation claim in the amount of \$1,048,218.15 (the "Reclamation Demand").

WHEREAS, ABAI was the beneficiary of agreements entered into with the Debtors dated April 25, 2006, and September 18, 2006 (collectively, the "Sole Source Supplier Agreements"), pursuant to which the Debtors assumed certain of their supply agreements with ABAI and agreed to make certain payments to ABAI, subject to the conditions set forth in the Sole Source Supplier Agreements, including their reservation of rights to assert certain claims against ABAI.

WHEREAS, on July 31, 2006, ABAI filed proof of claim number 14239 against DAS LLC, asserting an aggregate unsecured claim in the amount of \$5,244,135.51 ("Claim No.

14239") arising from product manufactured for and delivered to DAS LLC, consisting of a non-priority claim in the amount of \$5,241,963.61 and a priority claim in the amount of \$2,171.90 resulting from the reconciliation of the Reclamation Demand with the Debtors.

WHEREAS, on December 18, 2006, ABAI assigned a portion of Claim No. 14239 in the amount of \$2,645,610.00 to TPG pursuant to two Notices of Transfer (Docket Nos. 6372 and 6373).

WHEREAS, on May 22, 2007, the Debtors objected to Claim No. 14239 pursuant to the Debtors' Fifteenth Omnibus Objection (Substantive) Pursuant To 11 U.S.C. Section 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Insufficiently Documented Claims, (B) Claims Not Reflected On Debtors' Books and Records, (C) Untimely Claims and Untimely Tax Claim, And (D) Claims Subject To Modification, Tax Claims Subject To Modification, And Modified Claims Asserting Reclamation (Docket No. 7999) (the "Fifteenth Omnibus Claims Objection").

WHEREAS, on June 19, 2007, ABAI filed its Response And Objection Of AB Automotive Systems LLC To Debtors' Fifteenth Omnibus Claims Objection (Substantive) Regarding Claim No. 14239 (Docket No. 8324) (the "Response").

WHEREAS, on May 6, 2008, to resolve the Fifteenth Omnibus Claims Objection with respect to Claim No. 14239, DAS LLC, ABAI, and TPG entered into a settlement agreement (the "Settlement Agreement").

WHEREAS, pursuant to the Settlement Agreement, DAS LLC acknowledges and agrees that Claim No. 14239 shall be allowed against DAS LLC as a general unsecured non-priority claim in the amount of \$3,445,906.26.

WHEREAS, DAS LLC is authorized to enter into the Settlement Agreement either because Claim No. 14239 involves ordinary course controversies or pursuant to that

certain Amended And Restated Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 8401) entered by this Court on June 26, 2007.

THEREFORE, the Debtors, ABAI, and TPG stipulate and agree as follows:

1. Claim No. 14239 shall be allowed in the amount of \$3,445,906.26 and shall be treated as an allowed general unsecured non-priority claim against the estate of DAS LLC; provided, however, that ABAI shall be entitled to amend Claim No. 14239 if the Debtors recover any payments made for the benefit of ABAI under the Sole Source Supplier Agreements, and the rights of the Debtors and other parties-in-interest to contest the same are reserved, and nothing in this Joint Stipulation And Agreed Order constitutes or should be construed to waive those or any other rights in the event of an amendment to Claim No. 14239.

2. Without limiting the preceding paragraphs, ownership of Claim No. 14239 shall be reflected on the books and records of the Debtors' Claims Agent as follows:

- a. ABAI: An allowed general unsecured non-priority claim in the amount of \$800,296.26;
- b. TPGF: An allowed general unsecured non-priority claim in the amount of \$1,216,980.60; and
- c. TPGI: An allowed general unsecured non-priority claim in the amount of \$1,428,629.40.

3. 2. Without further order of the Court, DAS LLC is authorized to offset or reduce Claim No. 14239 for purposes of distribution to holders of allowed claims entitled to receive distributions under any plan of reorganization of the Debtors by the amount of any cure payments made on account of the assumption, pursuant to section 365 of the

Bankruptcy Code, of an executory contract or unexpired lease to which ABAI is a party.

4. Except to the extent set forth herein and the Settlement Agreement, the Response filed by ABAI shall be deemed withdrawn with prejudice and the Debtors' Fifteenth Omnibus Claims Objection shall be deemed resolved.

5. Upon entry of this Stipulation by the Court, the Settlement Agreement shall become effective and enforceable against the parties thereto as if fully set forth herein; to the extent of any inconsistency between the terms of this Stipulation and the Settlement Agreement, the Settlement Agreement shall control.

So Ordered in New York, New York, this 1st day of July, 2008

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

/s/ John K. Lyons

John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606-1285
(312) 407-0700

/s/ David M. Schilli

David M. Schilli
ROBINSON, BRADSHAW & HINSON, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
(704) 377-8346

Attorneys for AB Automotive, Inc.

- and -

Kayalyn A. Marafioti
Thomas J. Matz
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

/s/ Tara Hannon

Tara Hannon
MANDEL, KATZ & BROSNAN LLP
The Law Building
210 Route 303
Valley Cottage, New York 10989
(845) 639-7800

Attorneys for TPG Credit Opportunities Fund,
L.P. and TPG Credit Opportunities Investors,
L.P.